

CHAPMAN AND CUTLER LLP

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1877-1943
Henry E. Cutler
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December 28, 2007

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

RECORDATION NO.

19734-H
FILED

DEC 28 '07 -10 00 AM

SURFACE TRANSPORTATION BOARD

Re: BNSF Railway Company (BNRR 1995-J)
Termination Agreement

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNRR 1995-J) dated as of December 28, 2007 (the "*Termination Agreement*") among NBB Austin Lease Co., Ltd., as lessor or borrower, BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee, Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee and Kreditanstalt für Wiederaufbau, as agent.

The enclosed document relates to the following:

(1) the Lease Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Lease*") by and between NBB Austin Lease Co., Ltd., as lessor ("*Lessor*"), and BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*") which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734;

(2) the Mortgage and Security Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Mortgage*") by and between NBB Austin Lease Co., Ltd., as borrower ("*Borrower*") and Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee ("*Security Trustee*") which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-A;

Law Offices of
CHAPMAN AND CUTLER LLP

(3) the Lease Supplement No. 1 (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Lease Supplement*") by and between the Lessor and the Lessee which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-B;

(4) the Mortgage Supplement No. 1 (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Mortgage Supplement*") by and between the Borrower and the Security Trustee which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-C;

(5) the Dollar Account Pledge Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Pledge Agreement*") by and between the Borrower and Kreditanstalt für Wiederaufbau, as agent ("*Agent*") which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-D;

(6) the Memorandum of Lease Assignment (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Lease Assignment*") by and between the Borrower and the Security Trustee which was recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:15 A.M. under recordation number 19734-E; and

(7) the Lessor Security Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified, the "*Lessor Security Agreement*") by and between the Lessor and the Lessee which was recorded (or a memorandum of which was recorded) with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:20 A.M. under recordation number 19734-F.

The names and addresses of the parties to the enclosed document are as follows:

Lessee: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830

Lessor/Borrower: NBB Austin Lease Co., Ltd.
c/o Nomura Babcock & Brown Co., Ltd.
Dai-Ichi Edobashi Building

Law Offices of
CHAPMAN AND CUTLER LLP

1-11-1 Nihonbashi
Chuo-Ku, Tokyo 103 Japan
Attention: General Manager

Security Trustee: Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
MAC: U1228-120
Salt Lake City, Utah 84111
Attention: Corporate Trust Department (BNRR 1995-J)

Agent: Kreditanstalt für Wiederaufbau
Palmengartenstrasse 5-9
60325 Frankfurt am Main, Germany
Attention: X4b3

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Lease Assignment or the Lessor Security Agreement, as the same may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNRR 1995-J) among NBB Austin Lease Co., Ltd., as lessor or borrower, BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee, Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee and Kreditanstalt für Wiederaufbau, as agent.

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

Law Offices of
CHAPMAN AND CUTLER LLP

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D. Robson

Enclosures

DEC 28 '07 -10 00 AM

**TERMINATION AGREEMENT
(BNRR 1995-J)****SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNRR 1995-J) (the "*Termination Agreement*") is dated as of December 28, 2007 among NBB Austin Lease Co., Ltd., as lessor or borrower ("*Lessor*" or "*Borrower*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*"), Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee ("*Security Trustee*") and Kreditanstalt für Wiederaufbau, as agent ("*Agent*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified to date, the "*Mortgage*") by which the Borrower granted a security interest in certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-B.

4. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified to date, the "*Mortgage Supplement*") by which the Borrower granted a security interest in certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-C.

5. The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (BNRR 1995-J) dated November 30, 1995 (as

amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Pledge Agreement. The Pledge Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:05 A.M. under recordation number 19734-D.

6. The Borrower and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified to date, the "*Lease Assignment*") by which the Borrower assigned its rights in the Lease with respect to certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Lease Assignment was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:15 A.M. under recordation number 19734-E.

7. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1995-J) dated November 30, 1995 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on November 30, 1995 at 10:20 A.M. under recordation number 19734-F.


8. Each of the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Lease Assignment and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

9. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Lease Assignment or the Lessor Security Agreement, as applicable, which expressly survive this termination.

10. This Termination Agreement shall be governed by and construed in accordance with (i) the laws of New York to the extent this Termination Agreement relates to the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment and the Lessor Security Agreement and (ii) the laws of Japan to the extent this Termination Agreement relates to the Pledge Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB AUSTIN LEASE CO., LTD.

By 
Name: Karen Fagerstrom
Title: Attorney-in-Fact

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By
Name:
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By
Name:
Title:


By
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB AUSTIN LEASE CO., LTD.

By
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By 
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By
Name:
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By
Name:
Title:

By
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB AUSTIN LEASE CO., LTD.

By

Name:

Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By

Name: L. Steven Vollmer

Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By



Name: H. Russell Hettinger

Title: Vice President

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By

Name:

Title:

By

Name:

Title:



IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB AUSTIN LEASE CO., LTD.

By
Name:
Title:


BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By
Name:
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

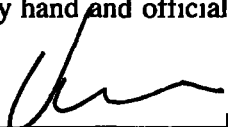
By 
Name: Almut Hentschel
Title: Vice President

By 
Name: Tobias Rodewald
Title: Senior Project Manager

STATE OF New York)
COUNTY OF New York) SS:

On this, the 20 day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Karen Fagerstrom, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of NBB AUSTIN LEASE CO., LTD., that said instrument was signed on December 20, 2007 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: **VENICE WARMSLEY**
Notary Public, STATE OF NEW YORK
Registration No. 01WA6154683
Qualified in Kings County
My Commission Expires: **Commission Expires Oct. 23, 2010**
Residing in New York

(Seal)

STATE OF TEXAS)
COUNTY OF TARRANT) SS:

On this, the _____ day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on December __, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public – State of Texas
My Commission Expires:
Residing in Forth Worth, Texas

(Seal)

STATE OF _____)
)
COUNTY OF _____) SS:

On this, the _____ day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of NBB AUSTIN LEASE CO., LTD., that said instrument was signed on December ___, 2007 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

STATE OF TEXAS)
)
COUNTY OF TARRANT) SS:

On this, the 17th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on December 17, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

(Seal)



Nadine M. Grandi
Name:
Notary Public – State of Texas
My Commission Expires:
Residing in Forth Worth, Texas

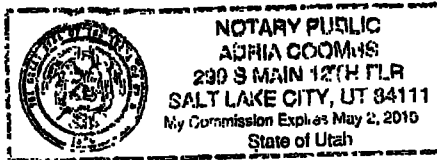
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this, the 17th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared H. Russell Hettinger, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on December 17, 2007 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Adri Coombs
Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

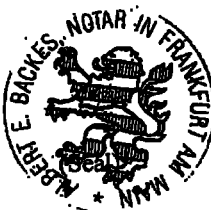
(Seal)



STATE OF Germany)
COUNTY OF Frankfurt/M) SS:

On this, the 17th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Almut Hentschel, who being by me duly sworn, says that she is the Vice President of KREDITANSTALT FÜR WIEDERAUFBAU, that said instrument was signed on December 17th, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



[Handwritten signature of Albert E. Backes]

Albert E. Backes
Name:
Notary Public
My Commission Expires: 2015
Residing in Frankfurt/M

STATE OF Germany)
COUNTY OF Frankfurt/M) SS:

On this, the 17th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Tobias Rodewald, who being by me duly sworn, says that he is the Senior Project Manager of KREDITANSTALT FÜR WIEDERAUFBAU, that said instrument was signed on December 17th, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



[Handwritten signature of Albert E. Backes]

Albert E. Backes
Name:
Notary Public
My Commission Expires: 2015
Residing in Frankfurt/M

No. 897 of the roll of documents for 2007

I hereby certify and attest the above signatures recognized as their own by the gentleman and lady personally known to me:

1. Tobias Rodewald
2. Almut Hentschel

and I recognize the above signatures to be theirs.

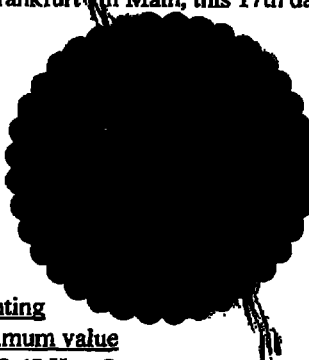
I also confirm that according to the certificate of the Minister of Finance of the Federal Republic of Germany of February 23, 2007 the following gentleman and lady

Tobias Rodewald and Almut Hentschel

are entitled in conjunction with the representative authority pursuant to §§ 49, 54 HGB (Commercial Code) to legally represent the KfW in Frankfurt am Main. Their entitlement for representation results from § 12 sect. 2 of the act concerning the KfW in the wording of June 23, 1969 (BGBl S. 573 – Civil Code folio I, page 573) last amended by the ninth ordinance on the Adaption of Responsibilities dated 31 October 2006 (Civil Code folio I, p. 2427).

Prior to the notarial recording, the notary asked the persons concerned whether they have already been or are active in the matter which is object of the recording, beyond their official activity, as far as it was not carried out by order of all persons concerned. The persons concerned declared this not to be the case.

Signed at Frankfurt am Main, this 17th day of December 2007



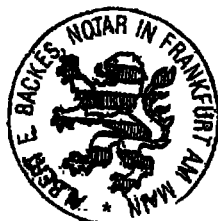
Albert E. Backes
(Notary Public)

Cost accounting
value: Maximum value
charge §§ 32,45 KostO
charge § 150 KostO

VAT 19 %

€	130,--
€	13,--
€	143,--
€	27.17
€	170,17

Frankfurt am Main, this 17th day of December 2007



Notary Public

APOSTILLE

(Convention de la Haye du 5 octobre 1961)



1. Land: Bundesrepublik Deutschland
- Diese öffentliche Urkunde
2. ist unterschrieben von Albert E. Backes
3. in seiner Eigenschaft als amtlich bestellter Notar
4. sie ist versehen mit dem Siegel/Stempel des(der) Notars

Bestätigt

5. in Frankfurt/Main
6. am 18.12.07
7. durch den Herrn Präsidenten des Landgerichts
8. unter Nr. 91 Ea A 12628
9. Siegel/Stempel
10. Unterschrift




Franke
I.V. Franke

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/28/07



Robert W. Alvord